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9.1 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, USA, without regard to its conflict of laws provisions. The parties agree that exclusive jurisdiction for any dispute arising under or related to this Agreement shall be with the appropriate state court in DuPage County, Illinois, USA or in the United States District Court for the Northern District of Illinois, and each party consents to the jurisdiction of such court in any action or proceeding and waives any objection to such venue. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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9.3 **Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party’s ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

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